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REAL ESTATE
PURCHASE AND SALE AGREEMENT
(Container Properties, L.L.C. / Museum of Flight Foundation)

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is entered into this 14th day of July, 2006, by and between CONTAINER PROPERTIES, L.L.C., a Washington limited liability company ("Seller") and the MUSEUM OF FLIGHT FOUNDATION, a Washington nonprofit corporation ("Buyer").

RECITALS

A. Seller is the owner of that certain real property and improvements comprising approximately 6.47 acres located at 9229 East Marginal Way South, Tukwila, King County, Washington legally described on Exhibit A attached hereto, as is further depicted on the Map on Exhibit B (the "Property").

B. Buyer desires to purchase the Property for possible expansion of its neighboring flight museum or for other permitted uses.

AGREEMENT

Seller and Buyer agree as follows:

1. Sale of Property. Buyer agrees to buy the Property and Seller agrees to sell the Property to Buyer on the terms and conditions set forth in this Agreement. The Property is currently part of a larger parcel of land. As a condition of Closing, Seller will have obtained a short plat or boundary line adjustment creating a separate legal lot in conformance with all subdivision laws for the City of Tukwila.
2. Purchase Price. The total consideration for the transaction is Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00) (the "Purchase Price"). The sum of Four Million Seven Hundred Thousand and 00/100 Dollars (\$4,700,000.00) of the Purchase Price, including the Earnest Money, will be paid by Purchaser in cash at Closing and the remaining balance of the Purchase Price will be treated as a charitable contribution from Seller to Buyer under IRS Code Section 1011(b). Due to certain contingencies described in this Agreement, the Closing of this transaction may be delayed beyond that of customary commercial real estate transactions. Therefore, within sixty (60) days prior the Closing Date, the Purchase Price may be adjusted upward or downward based upon the fair market value of the Property as determined by a formal appraisal to be performed by McKee & Schalka Real Estate Appraisal Services & Consultants, Inc., 1200 16th Avenue, Suite 1805, Seattle, WA 98101. Any adjustment in the Purchase Price within the sixty-day time period prior to Closing will affect the charitable contribution only, and not the amount of the cash payment to be paid by Buyer.
3. Earnest Money.
 - (a) Upon mutual execution of this Agreement, Buyer shall deposit One Hundred Thousand and 00/100 Dollars (\$100,000.00) as earnest money (the "Earnest Money"),

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in the form of Promissory Note (the "Note") attached as Exhibit C to be held by Land America Commercial Services, Attention Sherri Pelletier (the "Closing Agent"). The Note shall be held by the Closing Agent for the account of Buyer up to the Closing Date. Upon payment by Buyer of the cash portion of the Purchase Price the Note comprising the Earnest Money will be cancelled and returned to Buyer by the Closing Agent.

(b) After satisfaction of both the environmental and non-environmental contingencies, described in paragraphs 4 and 5 below, the Earnest Money shall be non refundable, absent Seller's default or inability to perform the transaction contemplated hereunder. If the environmental and non-environmental contingencies in the Agreement are not satisfied through no fault of Buyer, then the Earnest Money shall be returned to Buyer and this Agreement will terminate and neither Seller nor Buyer will have any further obligations to each other.

4. Environmental Contingencies. Both parties acknowledge that the Property is currently subject to an Environmental Protection Agency ("EPA") Order of Consent, Docket No. 1091-11-20-3008(h) (the "EPA Consent Order"). As a condition to closing this real estate transaction: (a) the Property shall be released from the EPA Consent Order by Seller or Buyer obtaining an EPA/RCRA designation "Corrective Action Complete Without Controls"; or (b) Buyer obtaining a "Prospective Purchase's Agreement" from EPA releasing Buyer from any obligation to perform environmental remediation to the Property pursuant to the EPA Consent Order. The above are hereinafter described as the "Environmental Contingencies." In regards to such:

(a) By August 30, 2006, Seller shall notify Buyer as to EPA's decision as to whether the Property qualifies for an EPA/RCRA designation "Corrective Action Complete Without Controls" (the "EPA Carveout"). If by August 30, 2006, EPA has not notified Seller as to EPA's decision regarding the EPA Carveout, Seller shall have an additional ninety (90) days to pursue the EPA Carveout. Alternatively, at Seller's option, Seller may notify Buyer that in Seller's opinion, the Property is unlikely to qualify for the EPA Carveout in which case the parties obligations to each other are governed by paragraph 4 (c) below.

(b) In the event the Property qualifies for the EPA Carveout, Seller and EPA will pursue the administrative actions necessary to complete the EPA Carveout including having the Property removed from the EPA Consent Order or equivalent safeguards are put in place insuring that neither the Property nor Buyer is subject to the requirements of the EPA Consent Order.

(c) If by August 30, 2006, Seller has not obtained notice from EPA that the Property qualifies for the EPA Carveout, and Seller has notified Buyer that, in Seller's opinion the Property is unlikely to qualify for the EPA Carveout, then Buyer shall no later than thirty (30) days after receiving Notice of such from Seller, elect in writing whether Buyer will proceed with this transaction, in which event, Seller, Buyer and EPA will pursue a "Prospective Purchaser's Agreement", on terms acceptable to Seller and Buyer, or in the alternative, Buyer may elect to terminate this Agreement and receive a full refund of the Earnest Money and neither Seller nor Buyer will owe any future obligations to each other.

(d) In the event Seller is unable to obtain the EPA Carveout and Buyer elects to pursue a Prospective Purchaser's Agreement, the Prospective Purchaser's Agreement between Buyer and EPA shall be completed by June 1, 2007. If the Prospective Purchaser's Agreement is not completed by June 1, 2007 on terms acceptable to Seller and Buyer, then at either Seller's or Buyer's option, this Agreement may be terminated with no liability to either party, and Buyer will receive a full refund of the Earnest Money.

(e) With respect to the EPA Carveout or the Prospective Purchaser's Agreement, Seller warrants that the Washington Department of Ecology ("Washington DOE") will receive written notice with the opportunity to comment, regarding alternatively, the EPA/RCRA designation "Corrective Action Complete without Controls" or the terms and conditions for Buyer obtaining Prospective Purchaser's status. In the event either Seller or Buyer is not satisfied with the Washington DOE comments, or lack thereof, Seller or Buyer, prior to the time period for waiving the Environmental Contingencies, may terminate this Agreement, with no liability to either party, and Buyer will receive a full refund of the Earnest Money.

5. Buyer's Inspections and Due Diligence

(a) Environmental Document Exchange. Buyer acknowledges that there is a voluminous amount of environmental documentation pertaining to the Property and the EPA Consent Order. Within three (3) days after mutual execution of this Agreement, Seller will begin the process of providing Buyer with access to environmental documents and all deep core penetration studies and all other soils sampling performed by Seller or in Seller's possession regarding the Property, including but not limited to environmental documents in Seller's possession relating to the EPA Consent Order. Environmental document access will be made on behalf of Seller by Seller's environmental consultant/engineer, Gary Dupuy of GeoMatrix Engineers located at 600 University Street, Suite 1020, Seattle, Washington 98101-4107. Buyer's access to environmental documents will continue until the Environmental Contingencies deadline set forth in paragraph 5 (f) below, has been waived or terminated.

(b) Environmental Testing. Buyer shall not conduct any testing or boring on the Property for hazardous waste contamination or for other reasons.

(c) Non-Environmental Documentation Exchange. Seller shall make available for inspection by Buyer as soon as possible, but no later than five (5) days after mutual execution of this Agreement, all non environmental documents in the possession of Seller relating to the ownership and operation of the Property, including statements for real estate taxes, assessments, utilities, plans, specifications, permits, land use changes, drawings, surveys, reports, and maintenance records. Buyer's access to nonenvironmental documents will continue until the nonenvironmental contingencies deadline set forth in paragraph (5) (e) below has been waived or satisfied.

(d) Non-Environmental Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property, at reasonable times after notice to Seller, and subject to notice and written approval of the EPA, to conduct non-environmental inspections concerning the soils conditions, sensitive areas, wetlands, or other matters affecting

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the feasibility of the Property for Buyer's intended use, so long as there is no drilling or boring on the Property. Seller shall have the right to have one or more of its agents or representatives accompany Buyer and Buyer's agents at all times while Buyer or its agents are on the Property. Buyer agrees to indemnify and defend Seller from all liens, claims, liabilities, losses, damages, costs and expenses, including attorneys' and experts' fees, arising from or relating to Buyer's entry onto and inspection of the Property, whether prior to or after the execution of this Agreement. This agreement to indemnify and defend Seller shall survive closing.

(e) Satisfaction of Nonenvironmental Inspection Contingencies. Buyer shall waive in writing the non-environmental inspection contingencies which may be waived in Buyer's sole discretion, within thirty (30) days after satisfaction and waiver of the Environmental Inspection Contingencies as set forth in paragraph 5(f) below. If Buyer does not waive the non-environmental inspection contingencies within the above-stated time period, this Agreement shall terminate and Buyer shall receive a full refund of the Earnest Money.

(f) Satisfaction of Environmental Inspection Contingencies. Buyer shall waive in writing the Environmental Contingencies within fifteen (15) days after the EPA Carveout has been completed including any applicable appeal periods for third parties, or, if such EPA Carveout is not obtained, then within fifteen (15) days after the completion of the EPA Prospective Purchaser's Agreement.

(g) Return of Documents: Confidentiality. In the event that this Agreement is terminated or cancelled without Buyer acquiring the Property, Buyer shall, within five (5) business days thereafter, deliver to Seller (i) all environmental and non-environmental documents previously delivered to Buyer by Seller, (ii) all tests and studies not previously given to Seller by Buyer, regarding the Property in Buyer's possession or control, and (iii) all other information furnished to or obtained by Buyer with respect to the Property. Buyer agrees not to disclose any of the information provided in the documents referenced in the preceding sentence or in this Agreement.

(h) No Warranty Regarding Content of Documentation. All environmental and non-environmental documentation provided by Seller under this Agreement are as an accommodation to Buyer, and Buyer hereby acknowledges and agrees that Seller is making absolutely no representation or warranty whatsoever with respect to the contents of such studies, reports or information.

6. Title Insurance.

(a) Seller authorizes the Closing Agent, at Seller's expense, to apply for and deliver to Buyer a standard coverage owner's policy of title insurance. If an extended coverage owner's policy is requested by Buyer, then Buyer shall pay the increased costs associated with that policy including the excess premium over that charged for a standard coverage policy, and the cost of any survey required by the title insurer. Buyer also shall pay the premiums for all endorsements to any title policy required by Buyer or Buyer's lender. The title report shall be issued by Transnation Title Insurance Company (the "Title Company").

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(b) The Title Company agrees to furnish and deliver, within 10 days after mutual execution of the Agreement a preliminary commitment for title insurance ("Preliminary Commitment"), issued by Title Company and legible copies of all title exception documents. Title insurance shall insure that, at closing, the Property is free of encumbrances or defects, except "Permitted Exceptions" herein defined as (i) non delinquent taxes commercial owner's association dues and assessments, (ii) rights reserved in federal patents or state deeds, and building, zoning or use restrictions general to the district, (iii) Seller's reservation of a thirty-five (35) foot wide non exclusive ingress and egress easement for private access road to the western portion of Seller's land. The easement/private access road will be constructed by Seller at Seller's sole cost, but may be used by Buyer and Buyer's guests and invitees up to but not past the northwest boundary of the Property. The easement/private access road will be located along the north boundary of the Property running from East Marginal Way, westerly to the boundary of 9.28 parcel abutting the Property, and (iv) such other exceptions and encumbrances as are approved by Buyer pursuant to subsection (c) of this paragraph 6.

(c) Buyer shall give written notice to Seller of any defects or encumbrances in Seller's title, other than Permitted Exceptions, to which Buyer objects. Such notice will be given on or before forty (40) days following the receipt by Buyer of the Preliminary Commitment described above. Seller shall have the option of curing such defects and encumbrances to which Buyer objects within fifteen (15) days after receipt of Buyer's notice. In the event Seller elects not to cure such defects or encumbrances, Buyer must elect to accept such defects or encumbrances in Seller's title if Seller declines to cure (which defects shall thereafter be deemed Permitted Exceptions) or, alternatively, elect to terminate this Agreement within five (5) days of Seller's written notification not to cure. In the event Buyer so elects to terminate this Agreement, Seller shall refund the Earnest Money to Buyer less expenses incurred which are chargeable to Buyer hereunder, and any and all rights or obligations of Seller and Buyer under this Agreement shall terminate and be of no further force or effect.

7. Closing Of Sale. This sale shall be closed within sixty (60) days after Buyer's waiver of the Environmental Contingencies as set forth in paragraph 5(f) above or within thirty (30) days after Buyer's waiver on the non-environmental contingencies pursuant to paragraph 5 (e) above, whichever occurs last. At least two business days before the Closing, Buyer and Seller will deposit with the Closing Agent all instruments and monies required to complete the purchase in accordance with this Agreement. "Closing" shall be deemed to have occurred when all documents are recorded and the sale proceeds are available to, or at the direction of, Seller. Time is of the essence in the performance of this Agreement.

8. Conveyance. At Closing, Seller shall convey title to the Property to Buyer by a duly executed Statutory Warranty Deed, subject only to the Permitted Exceptions.

9. Closing Costs. Seller shall pay the excise tax, if any, and premium for the owner's standard coverage title policy. Seller and Buyer shall each pay one-half of the escrow fees. Real and personal property taxes and assessments payable in the year of closing; rents on any existing tenancies; interest; mortgage reserves, if any; utilities; and other operating expenses shall be pro rated as of Closing on an accrual basis. Buyer shall pay all costs of financing, if financing is obtained, including the premium for the lender's title policy, the costs described in paragraph 6(a) for extended title coverage, and all recording fees. Utility charges, if any, shall be

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prorated outside of escrow, and if possible, Seller and Buyer shall coordinate with the various utility companies to obtain meter readings and billing statements as of Closing.

10. Post-Closing Adjustments, Collections, And Payments. After Closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at closing based upon estimates. Any bills or invoices received by Buyer after closing which relate to services rendered or goods delivered to Seller or the Property prior to closing shall be paid by Seller upon presentation of such bill or invoice.

11. Possession. Buyer shall be entitled to possession of the Property at Closing.

12. Right of First Refusal – Adjacent Property. At Closing Seller will grant to Buyer a "Right of First Refusal" in the form attached as Exhibit D to purchase approximately 9.28 acres of land abutting the western boundary of the Property. Such Right of First Refusal does not include the tidelands on the Duwamish waterway west of the 9.28 acres. The Right of First Refusal will also be subject to the preexisting rights of the tenant leasing the adjacent land, Insurance Auto Auctions, Inc., pursuant to a lease dated March 18, 2005.

13. Seller's Representations And Warranties. Seller, as of the date of the execution of this Agreement, to be reaffirmed at Closing, represents and warrants to Buyer as follows:

(a) Seller is a Washington limited liability company, duly incorporated and in good standing under the laws of the State of Washington and is authorized to consummate the transactions contemplated by this Agreement.

(b) The execution of this Agreement and all documents and instruments executed pursuant to this Agreement by Seller, the delivery thereof to Buyer, Seller's performance hereof and the transactions contemplated hereby have been duly authorized by all requisite company action on the part of Seller and do not conflict with or result in a violation of Seller's operating agreement or any judgment, order or decree of any court or proceeding to which Seller is a party (other than the EPA Consent Order) and all such documents are valid and binding obligations of Seller and are enforceable in accordance with their terms.

(c) Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

(d) There are no pending or, to Seller's knowledge, threatened, claims, suits, actions, arbitrations or regulatory, legal or other proceedings or investigations affecting the Property or Seller's rights and obligations under this Agreement, other than the EPA Consent Order and pending application for Short Plat submitted to the City of Tukwila.

(e) There is no pending or, to Seller's knowledge threatened, condemnation which would affect the Property or any part thereof.

(f) The representations and warranties set forth herein are limited to events and actions occurring with respect to the Property for the time period subsequent to Seller's

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acquisition of title, and Seller makes no representation or warranty whatsoever arising with respect to matters arising, or existing, prior to such date.

(g) In addition to the representation and warranties provided in paragraphs 13(a) through 13(f) above, Seller will provide Buyer at Closing the representations and warranties provided in warranty deeds under the laws of the State of Washington as codified at RCW 60.04.40, subject to the "Permitted Exceptions" pursuant to paragraph 6 above.

14. Buyer's Representations and Warranties. Buyer, as of the date of the execution of this Agreement, to be reaffirmed at Closing, represents and warrants as follows:

(a) Buyer is a non profit corporation duly organized, validly existing, and in good standing under the laws of the state of Washington, and is, or will by the closing date be, to the extent required by law, duly qualified to do business in the state of Washington.

(b) Buyer has the full power and authority to enter into and perform this Agreement, and the execution, delivery and performance of this Agreement by Buyer (i) has been duly and validly authorized by all necessary action on the part of Buyer, (ii) does not conflict with or result in the violation of Buyer's articles of incorporation or by-laws or partnership agreement or any judgment, order or decree of a court or arbitrator in any proceedings to which Buyer is a party, and (iii) does not conflict with or constitute a material breach of, or constitute a material default under any contract, agreement or other instrument by which Buyer is bound or to which it is a party.

(c) Buyer is (i) an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) exempt from federal income tax under Section 501(a) of the Code, and (iii) an organization described in Sections 170(b)(1)(A), 170(c) and 2055(a) of the Code.

15. Survival of Representations and Warranties. The aforesaid representations, warranties and covenants shall survive the closing.

16. "As Is" And "Where Is" Conveyance. In consideration of Buyer receiving access to the Property as set forth in this Agreement so that Buyer may conduct permitted studies, tests, investigations, inspections and analyses with respect to the Property as Buyer may desire, Buyer acknowledges and confirms that unless Buyer elects to terminate this Agreement as provided above, Buyer shall accept Seller's conveyance of the Property to Buyer in "as is" and "where is" condition, free of any warranty by Seller, except as otherwise expressly provided for in this Agreement and in the documents executed and delivered by Seller at closing, and free of any obligation by Seller to perform any repairs or other improvement work with respect to the Property. Buyer expressly acknowledges that, in consideration of the agreements of Seller herein to sell the Property for the terms set forth herein, except as otherwise specified herein and in the documents executed and delivered by Seller at closing, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, A WARRANTY OF CONDITION, HAZARDOUS WASTE CONTAINMENT, HABITABILITY,

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MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY.

17. Indemnity.

(a) **Buyer's Indemnity.** If any claim, liability, loss, damage, cost or expense (including, without limitation, attorneys' fees) (collectively, a "Loss") arises out of events occurring after Closing, that is based on, related in any way to, or results from (i) any act, conduct or omission in connection with the Property, (ii) any inaccuracy in or breach of any representation or warranty of Buyer, or (iii) any breach or default by Buyer under this Agreement, then Buyer shall hold harmless, indemnify, protect and defend Seller from and against any and all Losses whether direct or indirect, known or unknown (except to the extent and only to the extent such Losses arise from any act, conduct or omission of Seller). In the event Seller receives notice of a Loss against which it is entitled to indemnification pursuant to this paragraph 17, Seller shall give written notice thereof to Buyer. Buyer shall immediately thereupon take such measures as may be reasonably required to properly and effectively defend such Loss with counsel approved in writing in advance by Seller. If Buyer fails to properly and effectively defend such Loss, then Seller may defend such Loss with counsel of its own choosing at Buyer's cost and expense. The provisions of this Section 17(a) shall survive the closing.

(b) **Seller's Indemnity.** If any Loss arises out of events occurring before closing and during the period that Seller owned the Property that is based on, related in any way to, or results from (i) any act, conduct or omission of Seller in connection with the Property, (ii) any inaccuracy in or breach of any representation or warranty of Seller, or (iii) any breach or default by Seller under this Agreement, then Seller shall hold harmless, indemnify, protect and defend Buyer from and against any and all Losses whether direct or indirect, known or unknown (except to the extent and only to the extent such Losses arise from any act, conduct or omission of Buyer). In the event Buyer receives notice of a Loss against which it is entitled to indemnification pursuant to this Section 18, Buyer shall give written notice thereof to Seller. Seller shall immediately thereupon take such measures as may be reasonably required to properly and effectively defend such Loss with counsel approved in writing in advance by Buyer. If Seller fails to properly and effectively defend such Loss, then Buyer may defend such Loss with counsel of its own choosing at Seller's cost and expense. The provisions of this paragraph 17(b) shall survive the closing.

18. Conditions Precedent to Closing. Closing of the purchase of the Property is conditioned upon satisfaction of each of the following conditions (collectively, the "Conditions Precedent"):

(a) Seller and Buyer shall have performed, in all material respects, the obligations required to be performed by Seller and Buyer prior to Closing under this Agreement.

(b) The representations and warranties of Seller and Buyer as set forth herein shall be, in all material respects, true and complete.

(c) One or more of the Environmental Contingencies referenced in paragraph 4 above shall have been satisfied or waived.

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(d) Seller having obtained a short plat or boundary line adjustment creating the Land as a separate, legal lot in conformance with all subdivision laws.

(e) That portion of the Purchase Price referenced in paragraph 2 above qualifying as a charitable deduction under IRS Code Section 1011(b). In regards to such Buyer will cooperate in providing Seller or the IRS any documentation requested establishing Buyer's standing as a qualified donee under the IRS regulations as pertains charitable donations.

(f) Execution of the Right of First Refusal referenced in paragraph 12 above.

Buyer shall be deemed to have waived any unsatisfied Conditions Precedent if Buyer acquires the Property, and Seller shall have the right to unilaterally waive the Condition Precedent by written notice to Buyer.

19. Condemnation And Casualty. If the Property or any part thereof is materially damaged by casualty, or is taken or is the subject of a notice of taking by eminent domain prior to the closing, Seller shall promptly notify Buyer. Within thirty (30) days after such notice, Buyer shall give notice that it elects to (a) terminate this Agreement, in which event the parties shall have no further obligations hereunder, or (b) proceed to closing. If Buyer proceeds to Closing, Seller shall assign to Buyer all insurance proceeds attributable to the Property arising from the casualty, or pay over and assign to Buyer all awards recovered or recoverable on account of such taking, as the case may be. If Buyer elects to proceed with Closing Seller shall not compromise, settle, or adjust any claims to such proceeds or awards without Buyer's prior written consent.

20. Notices. All notices, consents, approvals and other communications which may be or are required to be given by either Seller or Buyer under this Agreement shall be properly given only if made in writing and sent by (a) hand delivery, (b) certified mail, return receipt requested, (c) a nationally recognized overnight delivery service (such as Express Mail, UPS Next Day Air, or FedEx), or (d) by telecopy (with a copy sent by one of the other delivery methods listed herein), with all postage and delivery charges paid by the sender and addressed to the Buyer or Seller, as applicable, as follows, or at such other address as such party may request in written notice delivered in accordance with this section. Such notices delivered by hand, telecopy or overnight delivery service shall be deemed received on the date of delivery and, if mailed, shall be deemed received upon the earlier of actual receipt or two days after mailing. All notices to other parties may be executed and sent by the parties' respective counsel. Said notice addresses are as follows:

If to SELLER:

Container Properties LLC
PO Box 1043
22757 72nd Ave. S., Suite E-106
Kent, WA 99035-1043
Attention: Jeffrey E. Davis
Telecopy No.: (253) 872-9065

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with a copy to:

Carney, Badley Spellman
700 Fifth Avenue, Ste 5800
Seattle, WA 98104-5017
Attention: Dave Bever
Telecopy No.: (206) 340-9599

If to BUYER:

Museum of Flight Foundation
9404 East Marginal Way South
Seattle, WA 98108-4097
Attention: Bonnie Dunbar, President
Telecopy No.: (206) 764-5707

with a copy to:

Jameson Babbitt Stites & Lombard, PLLC
999 Third Avenue, Suite 1900
Seattle, WA 98104
Attention: Anne DeVoe Lawler
Telecopy No.: (206) 292-1995

21. Commissions. Neither Seller nor Buyer know of any other person or entity who is entitled to a commission, fee, or other compensation arising out of this contemplated transaction, and each party shall and hereby does indemnify and hold harmless the other against any claim asserted against one party based upon the conduct of the other. The parties' obligations under this paragraph 21 shall survive the Closing or the termination of the Agreement.

22. Assignment. Seller may assign this Agreement and Seller's rights hereunder so long as Buyer's rights hereunder are not adversely affected. Buyer may not assign this Agreement.

23. Seller's Default. If Seller defaults hereunder, and as a result Seller fails to close this transaction, Buyer shall have the right of specific performance of Seller's obligation to convey title to the Property to Buyer pursuant to this Agreement, or Buyer, at its option, may elect to terminate this Agreement, in which event the Earnest Money shall be returned to Buyer on written demand pursuant to the escrow provisions herein. In addition to the above, in the event there is a Seller's default, and as a result fails to close this transaction, Buyer will be entitled to recover its actual out of pocket expenses associated with the transaction, but not to exceed \$100,000.00. Buyer hereby acknowledges and agrees with Seller that the terms of the two preceding sentences shall constitute Buyer's sole and exclusive rights and remedies in the event of a breach or default hereunder by Seller prior to Closing, and Buyer hereby irrevocably waives and relinquishes any and all other rights, in equity or at law, which it might otherwise have against Seller, including, but not limited to, any action for damages against Seller other than actual out of pocket expenses as defined above. In regards to Seller's default or failure to perform, Buyer and Seller acknowledge, that Seller will not have defaulted or failed to perform, in the event EPA fails to grant the EPA Carveout or the Prospective Purchaser's Agreement for the Property on terms satisfactory to Seller and Buyer. In the event EPA does not approve the Property for either the EPA Carveout or the Prospective Purchaser's Agreement by the deadlines set forth in this Agreement or on terms satisfactory to Seller and Buyer, this Agreement, at the

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option of either Seller or Buyer will terminate, and Buyer's sole remedy shall be to obtain a refund of the Earnest Money.

24. Buyer's Default. In the event that Buyer defaults in the observance or performance of any of its covenants or obligations hereunder, and such default continues for ten (10) consecutive days after the date of written notice from Seller demanding cure of such default, Seller shall be entitled to terminate this Agreement (except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement) by written notice to Buyer of such termination and shall be entitled to receive payment of the Earnest Money from the Closing Agent as full liquidated damages for such default of Buyer. The parties hereto acknowledge the difficulty of ascertaining the actual damages in the event of such a default, that it is impossible to more precisely estimate the damages to be suffered by Seller upon Buyer's default, that such payment of the Earnest Money, is intended not as a penalty, but as full liquidated damages, and that such amount constitutes a reasonable good faith estimate of the potential damages arising therefrom, it being otherwise difficult or impossible to estimate Seller's actual damages which would be suffered by Seller in the event of default by Buyer, except with the respect to any right, obligation or liability which survives termination of this Agreement (as to which Seller shall be entitled to exercise any and all rights and remedies at law or in equity). Seller's rights to so terminate this Agreement, and to receive payment of the Earnest Money, as full liquidated damages are Seller's sole and exclusive remedy in the event of default hereunder by Buyer, and Seller hereby waives, relinquishes and releases all other rights and remedies, including, but not limited to:

(a) Any right to sue Buyer for damages or to prove that Seller's actual damages exceed the Earnest Money, which is hereby provided Seller as full liquidated damages or

(b) Any other right or remedy which Seller may otherwise have against Buyer either at law, or in equity or otherwise.

25. Miscellaneous Provisions.

(a) Entire Agreement. This Agreement embodies and constitutes the entire understanding among the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

(b) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The parties hereby consent to jurisdiction and venue in King County, Washington, and agree that such jurisdiction and venue shall be sole and exclusive for any and all actions or disputes related to this Agreement or any related instruments.

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(c) Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

(d) Attorney Fees. In the event of any dispute or controversy or legal action as to the rights or obligations of the parties under this Agreement, the substantially prevailing party shall be entitled to recover from the other party all of its costs and reasonable attorneys' fees incurred in connection therewith.

(e) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

(f) Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party or the Escrow Agent the parties shall confirm facsimile transmitted signatures by signing an original document.

(g) Complete Agreement. This agreement constitutes the full and complete agreement concerning the Right of First Refusal. Any modification of this agreement shall be in writing and properly executed by the parties hereto or their successors-in-interest

(h) Effective Date/Timing. The Effective Date of this Agreement shall be the date the Agreement is last signed by a party to be charged herein. Time is of the essence to both Seller and Purchaser in the performance of this Agreement, and they have agreed that strict compliance by both of them is required as to any date set forth herein. If the final date of any period of time set out in any provision of this Agreement falls upon a Saturday or a Sunday or a legal holiday under the laws of the State of Washington, then and in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or a legal holiday

(i) Exhibits. Exhibits A - D attached hereto are incorporated herein by this reference.

(j) Non Merger. The terms and provisions of this Agreement shall not merge into the deed, but shall survive the closing of the transaction contemplated hereunder

SELLER:

CONTAINER PROPERTIES, LLC
a Washington limited liability company

By: _____

[Signature]
[Signature], Member

Date: _____

7/14/06

DWB
All

BUYER:

MUSEUM OF FLIGHT FOUNDATION,
a Washington non profit corporation

By: Bonnie L. Lankford

Date: July 04, 2006

DWB
All

EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT

Legal Description of Property

LEGAL DESCRIPTION

LOT 2 (EAST LOT)

That portion of Tracts 1 and 2 of The Meadows, according to the partition map of part of the Francis McNatt Donation Land Claim No. 38 filed in King County Superior Court Cause No. 120091, and of the abandoned bed of the Duwamish River, all located in Section 33, Township 24 North, Range 4 East, Willamette Meridian, in King County, Washington, and all lying Westerly of the Westerly margin of East Marginal Way South and also Westerly of the parcel of land adjoining East Marginal Way which was conveyed to Great Northern Railway Company by Deed recorded under Recording No. 4784818; lying Easterly of the Easterly margin of the right-of-way of Commercial Waterway District No. 1 (Duwamish Waterway); lying Southerly of the hereinafter described "Line A"; and lying Northerly of the hereinafter described "Line B":

Line A:

COMMENCING on the Westerly margin of East Marginal Way South, which point bears North 88° 07' 02" West, a distance of 2470.01 feet along the Donation Claim Line and South 22° 32' 07" East, a distance of 648.77 feet along the Westerly margin of East Marginal Way South from the intersection of the line between the Donation Claims of Francis McNatt and Henry Van Asselt with the East line of Section 33, Township 24 North, Range 4 East, Willamette Meridian, in King County, Washington;

RUNNING THENCE South 88° 51' 08" West, a distance of 1574.72 feet to the East line of Commercial Waterway District No. 1;

THENCE South 14° 00' 00" East along said Easterly line, a distance of 237.76 feet to the TRUE POINT OF BEGINNING of said "Line A";

THENCE South 88° 51' 08" East, a distance of 1058.10 feet;

THENCE South 22° 10' 28" East, a distance of 46.03 feet;

THENCE South 88° 51' 08" East, a distance of 542.82 feet to the Westerly margin of East Marginal Way South and the terminus of said "Line A";

Line B:

COMMENCING on the Westerly margin of East Marginal Way South at a point which bears North 88° 07' 02" West, 2470.01 feet along the Donation Claim Line and South 22° 32' 07" East, 1374.17 feet along the Westerly margin of East Marginal Way South from the intersection of the line between the donation claims of Francis McNatt and Henry Van Asselt with the East line of Section 33, Township 24 North, Range 4 East, Willamette Meridian, in King County, Washington, said point being at the intersection of the Westerly margin of East Marginal Way South with the North line of Van De Venter Stock Farm tract and the POINT OF BEGINNING of said "Line B";

THENCE North 88° 18' 58" West, a distance of 14.85 feet;

THENCE North 88° 46' 07" West, a distance of 488.97 feet;

THENCE North 83° 08' 12" West, a distance of 117.00 feet;

THENCE South 85° 06' 48" West, a distance of 119.00 feet;

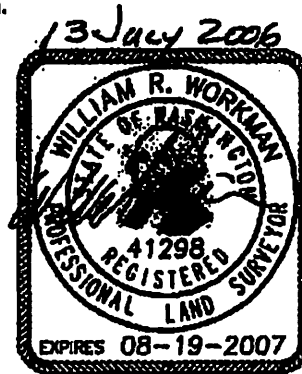
DWG

THENCE South $71^{\circ} 49' 21''$ West, a distance of 110.17 feet;
THENCE South $62^{\circ} 42' 32''$ West, a distance of 842.28 feet, to the Easterly line of the right-of-way of Commercial Waterway District No. 1 and the terminus of said "Line B";
TOGETHER WITH the right to cross the parcel conveyed to Great Northern Railway Company, as reserved in Deed recorded under Recording No. 4784818.

Lot 2:

That portion of the above lying East of the following "Line C";
COMMENCING at the aforesaid POINT OF BEGINNING of said "Line A";
THENCE South $88^{\circ} 51' 08''$ East, a distance of 956.07 feet to the POINT OF BEGINNING;
THENCE South $00^{\circ} 50' 28''$ East, 445.25 feet to above-mentioned "Line B" and the point of terminus.

Situate in the City of Tukwila, County of King, State of Washington.



Project Name: Tukwila Short Plat
July 12, 2006

Page 2 of 2

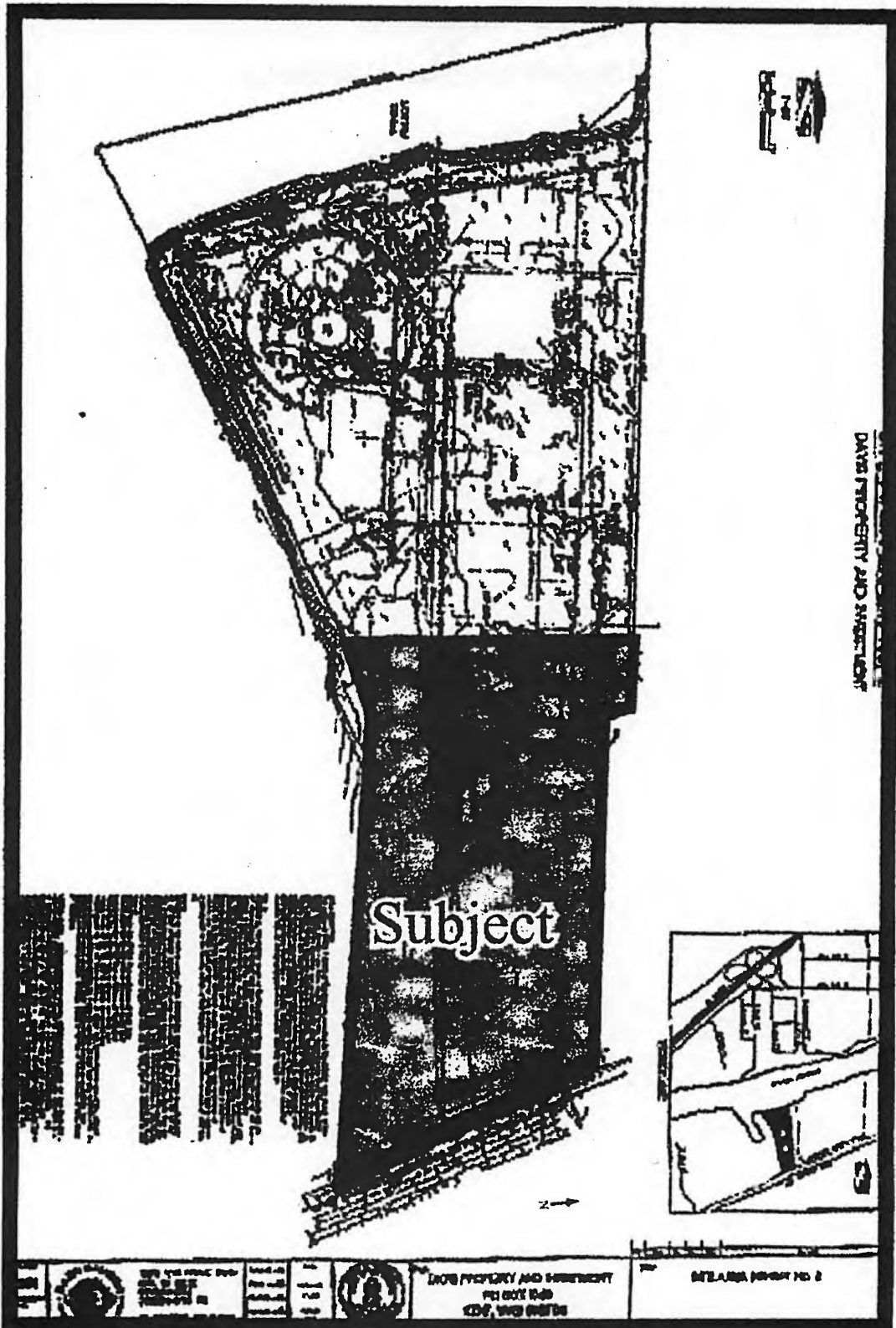
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DWB

**EXHIBIT B
TO
PURCHASE AND SALE AGREEMENT**

Map of Property

*DWB
All*



DAVIS PROPERTY AND SURVEY

Subject

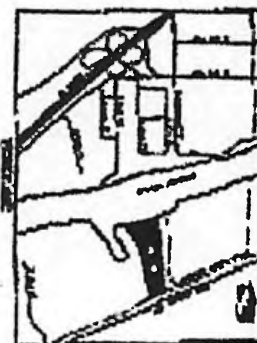


EXHIBIT C
TO
PURCHASE AND SALE AGREEMENT

EARNEST MONEY PROMISSORY NOTE

\$100,000.00

Place: Seattle, Washington

Date: July 14, 2006

FOR VALUE RECEIVED, the undersigned, THE MUSEUM OF FLIGHT FOUNDATION ("Buyer") agrees to pay to the order of Container Properties, L.L.C. the sum of One Hundred Thousand and no/100 Dollars (\$100,000.00) as follows:

This Note is evidence of the obligation to pay earnest money under the Purchase and Sale Agreement (the "Purchase Agreement") between the Buyer and Container Properties, L.L.C. ("Sellers") dated July 14, 2006. At closing of the Purchase Agreement and payment by Buyer of the cash portion of the purchase price, this Note will be cancelled and returned to Buyer. However, if after waiver by Buyer of environmental and non-environmental inspection contingencies referenced in the Purchase and Sale Agreement, Buyer defaults and does not close the subject transaction, the Note will become immediately due and payable upon ten days written notice from Seller to Buyer. Buyer's failure to pay the earnest money strictly as above shall constitute default on said Purchase Agreement as well as on this Note.

If this Note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect any of the balance due on this Note, Buyer promises to pay a reasonable attorney's fee as fixed by the Court, and all court and collection costs. This Note shall bear interest at the rate of twelve percent (12%) per annum after default.

BUYER:

By: _____

Name/Title: _____

DWB
All

EXHIBIT D
TO
PURCHASE AND SALE AGREEMENT

RIGHT OF FIRST REFUSAL

This Right of First Refusal, dated as of _____, 200_, is made and entered by and between CONTAINER PROPERTIES, L.L.C., a Washington limited liability company ("Container Properties") and the MUSEUM OF FLIGHT FOUNDATION, a Washington nonprofit corporation ("MOF").

RECITALS

A. Container Properties Seller is the owner of that certain real property and improvements comprising approximately 9.28 acres located at 9229 East Marginal Way South, Tukwila, King County, Washington legally described on Exhibit A attached hereto, as is further depicted on the Map on Exhibit B (the "Property").

B. Pursuant to a real estate purchase and sale agreement dated July 14, 2006, MOF purchased from Container Properties 6.47 acres of adjacent property and MOF was granted a Right of First Refusal to purchase the Property.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of such being acknowledged by MOF and Container Properties, Container Properties hereby grants to MOF and its successors-in-interest a right of first refusal to purchase the Property under the following terms and conditions.

1. First Refusal. If at any time Container Properties shall receive a bona fide offer from a third party to purchase any portion of the Property, and Container Properties desires to accept such offer, Container Properties shall prior to accepting such offer, notify MOF in writing of all the terms and conditions thereof and shall first offer in writing to sell such Property to MOF on the same terms and conditions. A copy of the third party purchase and sale agreement shall be included in the notice.

2. Notice of Acceptance. Upon receipt of any notice and offer from Container Properties MOF shall have thirty (30) days thereafter to accept the same by delivering written notice of such acceptance to Container Properties. Should MOF fail to accept such offer in writing within said thirty (30) day period, Container Properties shall be free to sell the subject Property to the original offeror upon the same terms and conditions offered to MOF without further notice to MOF. Should Container Properties after having made such offer to MOF, as above described, fail to sell the Property upon the same terms and conditions offered to MOF, Container Properties shall give MOF, in the manner described above, all future or different offers received by Container Properties for the purchase of the Property and shall first offer to sell the same to MOF upon the same terms and conditions before accepting any further or different offer.

DWB
[Signature]

3. Conditions of Sale. If, MOF pursuant to paragraph 2 above, agrees to accept such offer, then Container Properties and MOF shall promptly enter into a formal contract for the purchase and sale of Container Properties' interest in the Property on the same terms and conditions as are contained in such offer or election.

4. Closing. Closing for any sale by Container Properties to MOF hereunder shall be held within thirty (30) days following acceptance by MOF at the office of a title insurance company doing business in King County, Washington, designated by Container Properties.

5. First Refusal Not Applicable to Certain Transfers. This Right of First Refusal shall not be applicable to (a) any transfers made by Container Properties of its interest in the Property to any affiliate of Container Properties, or (b) any mortgage or deed of trust made by Container Properties to secure any bona fide borrowing by Container Properties or any affiliate of Container Properties which is not employed to circumvent or avoid the application of this Agreement, or any transfer made in connection with the foreclosure or other realization upon any such mortgage or deed of trust, or (c) any transfer made in connection with the merger, consolidation or sale of all or substantially all the assets of Container Properties. If Container Properties shall transfer its interest in the Property to an affiliate of Container Properties, then this Agreement shall apply to any transfer or other transactions resulting in a direct or indirect change in the ownership or enjoyment of a majority of the beneficial interest in such affiliate or its interests in the Property other than a transfer permitted under the preceding sentence. Any successor to Container Properties permitted under this paragraph 5 shall be subject to the terms of this Agreement.

6. Limitation to Museum of Flight. This Right of First Refusal shall be for the sole benefit of MOF. The agreement shall not bind any successor to Container Properties' interest in the Property, other than those successors permitted in paragraph 5, who have acquired the Property from Container Properties after MOF has declined under this right of Right of First Refusal.

7. Recording. Neither Container Properties nor MOF shall record this instrument. The parties shall execute, in duplicate, a memorandum, in recordable form, which gives notice of the existence of this agreement. Either party may record the memorandum at any time after the execution of this agreement.

CONTAINER PROPERTIES LLC
A Washington limited liability company

MUSEUM OF FLIGHT, a Washington
nonprofit corporation

By: _____
Its: _____

By: _____
Its: _____

DWB
Roll

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of Container Properties, L.L.C., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Print Name: _____
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of Museum of Flight, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that _____ was duly elected, qualified and acting as said officer of the corporation, that _____ was authorized to execute said instrument and that the seal affixed, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Print Name: _____
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____



EARNEST MONEY PROMISSORY NOTE

\$100,000.00

Place: Seattle, Washington

Date: July 14, 2006

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BUYER:

MUSEUM OF FLIGHT FOUNDATION

Bonnie J. Sunbar

By: BONNIE J. SUNBAR

Name/Title: PRESIDENT / CEO